

ensure that entities involved in the program perform work of acceptable quality in compliance with work specifications, applicable industry standards, and applicable federal/state/local regulations.

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## C. PROGRAM LEVERAGING AND LONGEVITY

### I. LEVERAGING OTHER RESOURCES

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Describe how your program will identify and incorporate additional community and private sector resources that can be combined with the Settlement fund program resources to increase the effectiveness of the proposed program activities including policy, prioritization and fiscal support.

### II. LONGEVITY STRATEGY

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Describe how your program will build partnerships and other funding streams to ensure sustainability of the program activities past the 36 month period of performance. Describe how your program will continue to build and sustain community capacity for the continuation of your project.

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## 4. BUDGET

Information about the applicant's proposed budget should be included in a budget narrative, which is separate from the application narrative. This section of the Guidance describes the information that should be addressed in the budget narrative. Separate narrative justification must be submitted for your organization, and if applicable, for each partner that is submitting a separate budget or that will receive 10 percent (10%) or more of the award amount for energy efficiency activities.

You will be evaluated on the extent to which your narrative justifies the allocation of funds among successfully completed tasks and your partners, in support of the scope of the proposed project. In particular, your narrative should describe how you will keep costs under tight control.

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### A. BUDGET ESTIMATE OF COSTS

You must thoroughly estimate all applicable costs, including direct, administrative and indirect expenses, and present them in a clear and coherent format. In completing your estimations, you must document and justify all budget categories and costs and all major tasks of your

organization, sub-recipients, major sub-contractors, joint venture participants, or others contributing resources to the project. The following budget information should be included:

- A separate budget using the attached Detailed Budget Worksheet
- Clear budget narrative details on administrative costs, staffing costs, and if applicable, details on which costs are included and not included in the direct energy efficiency cost requirement.
- Funding or cash equivalent amounts being provided as leveraged resources, if applicable.

#### I. ALLOWABLE COSTS

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Energy Efficiency costs are direct costs specifically related to the performance of energy efficiency activities. This includes program marketing costs. When preparing the budget, you must document the total percentage of direct costs requested for the program that is dedicated specifically for energy efficiency activities.

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#### B. ADMINISTRATIVE COSTS

Administrative costs must be reflected under the appropriate line items and a detailed cost element breakdown in the budget narrative must be provided. You must include any indirect costs, as well as those administrative costs that are in the direct cost category, plus any administrative costs of sub recipient organizations.

There are two categories of administrative costs: direct administrative costs and indirect administrative costs.

#### I. DIRECT ADMINISTRATIVE COSTS

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Direct administrative costs are the reasonable, necessary, allocable, and otherwise allowable costs of general management, oversight, and coordination of the grant (i.e., program administration). Such costs include, but are not necessarily limited to, expenditures for:

Salaries, wages, fringe benefits, and related costs of the recipient's staff engaged in program administration that can be specifically identified with the grant. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary program responsibilities involve program administration assignments, or the pro rata share of

the salary, wages, and related costs of each person whose job includes any program administration activities. The recipient may use only one of these methods during the grant period. Program administration includes, but is not limited to, the following types of activities:

- Providing local officials and citizens with information about the program, except for targeted outreach, affirmative marketing, education or outreach for energy efficiency programs;
- Preparing program budgets and schedules, and amendments thereto;
- Developing systems for assuring compliance with program requirements, or developing information systems to enhance the delivery, analysis, or conduct of energy efficiency activities;
- Developing interagency agreements and agreements with sub recipients and contractors to carry out program activities;
- Monitoring program activities for progress and compliance with program requirements, except for on-site monitoring of energy efficiency measures;
- Preparing reports and other documents related to the program;
- Coordinating the resolution of audit and monitoring findings;
- Evaluating program results against stated objectives; and
- Travel costs incurred for official business in general program administration that can be specifically identified with the grant program;
- Transportation costs incurred for general program administration that can be specifically identified with the grant program;
- Equipment, supplies (especially office supplies), and materials used for program administration that can be specifically identified with the grant program;
- Certification and licensing costs required for program administration responsibilities.

## II. INDIRECT ADMINISTRATIVE COSTS

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Indirect facilities and administrative (F&A) costs are, by nature, administrative and represent the expenses of doing business that are not readily identified exclusively with a specific grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. These types of costs are often referred to as “overhead costs.”

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## C. FUNDING RESTRICTIONS

The following items represent restrictions to the use of Settlement funds.

### I. INELIGIBLE COSTS AND ACTIVITIES

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You may not use grant funds for any of the following activities:

- Purchase of real estate property;
- Demolition of housing units or detached buildings.

### II. REPLACING EXISTING RESOURCES

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Funds received under the grant programs covered under this Guidance must not be used to replace existing community resources dedicated to any on-going project.

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## D. ENERGY EFFICIENCY INCENTIVES STRATEGY (GRANTS, DEFERRED/ FORGIVABLE LOANS, 0% INTEREST LOANS, LOW INTEREST LOANS, ETC.)

Discuss your energy efficiency incentive strategy (i.e., the type of assistance – individual client grants, deferred/forgivable loans, etc.). This should include verification of income eligibility requirements, terms, conditions, dollar limits, amounts available for energy efficiency work. Please note that energy efficiency incentives that are in the form of loans are not required but simply an option for applicants.

You will be evaluated on the extent to which your narrative provides a sound and reasonable approach to delivering incentives for your proposed energy efficiency work, including the documentation and justification of these costs.

The incentives strategy should include the following:

- Identify who is responsible for establishing, administering and overseeing this aspect of the program.
- If applicable, describe how the recapture of deferred/ forgivable loan funds to owners of assisted units will occur if recipients fail to comply with any terms and conditions of the financing arrangement.

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## 5. ACHIEVING RESULTS AND PROGRAM EVALUATION

The following information related to criterion 5 should be included in the application narrative.

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### A. BENCHMARKING AND ASSESSING ACCOMPLISHMENTS

#### I. IDENTIFYING KEY DELIVERABLES AND BENCHMARKS

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Describe the project goals and the activities proposed to achieve these goals. Performance indicators must be objectively quantifiable and measure actual achievements against anticipated achievements. The activities and associated targets per quarter in the table below represent benchmarks against which your progress will be reported and measured each quarter. You must complete and submit the Benchmark Performance Standards Table, as displayed below, with your narrative based on the project goals established. When completing the Benchmarks Table, use cumulative (not incremental) numbering.

#### EXAMPLE

EXAMPLE													
Activity by Quarter	Year 1				Year 2				Year 3				TOTAL
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
kWh Saved													
MMBTU Saved													
Units Enrolled													
EE Audits													
EE Interventions													

#### II. MONITORING KEY DELIVERABLES AND BENCHMARKS

---

Identify the procedures that will be followed to monitor and make adjustments to improve performance if benchmarks are not met within established timeframes.

Provide a description of the tools and methods you will use to assess progress and track performance in meeting the goals and objectives outlined in the work plan. You must provide assurances that work plans and performance measures developed for the program will assist intended participants, and that work will be conducted in a timely

and cost-effective manner. This evaluation must explore how well the technical strategy meets the conditions and needs found in the Delmarva Target Area.

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## B. EVALUATION, MEASUREMENT, AND VERIFICATION

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### I. DATA COLLECTION, STORAGE AND REPORTING

Provide a description for effective data collection, data storage and energy savings calculation methods, and quarterly data reporting. All energy efficiency program data must be integrated into the Delaware State Energy Efficiency Data System.

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### II. THIRD-PARTY EM&V (TRACK I APPLICATIONS ONLY)

Awarded grantees are required to budget for an EEAC recommended third party energy efficiency evaluation, measurement, and verification (“EM&V”) services. EM&V services must be made in accordance with all EEAC EM&V standards and regulations. When preparing the budget, you must document the total percentage of EM&V costs requested for the program.

Primary goals of the third party EM&V services include:

- Provide verification of estimated energy program electric and gas savings through project documentation inspections, review and verification of energy savings calculations, and/or project site inspections;
- Recommend improvements to data collection, data storage, and energy savings calculation methods;
- Recommend improvements to the design and implementation of existing energy programs; and,
- Provide guidance to on best practices regarding energy savings estimates, as well as data reporting

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## 6. BONUS

The EEAC Low-Income Working Group encourages applicants for funding to undertake

programs and projects that contribute to the EEAC's Priorities. Applicants that undertake activities that achieve specific EEAC cost-effectiveness goals and non-energy benefits listed below are eligible to receive priority points in the rating of their application.

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**A. ALIGNMENT WITH EEAC COST-EFFECTIVENESS GOALS AND NON-ENERGY BENEFITS:**

The primary goal of the EEAC is to support the development of cost-effective energy efficiency programs. With oversight and support of the EEAC, Delaware utilities are directed to implement cost-effective energy efficiency programs.

Provide a description about how your energy efficiency program will support Delmarva Power utility in developing cost-effective program(s) that may be supported by the utility after completion of this grant.

Describe the exact energy efficiency measures and associated energy and societal (health, climate, economic development, jobs, etc.) benefits that your energy efficiency program will be implementing. Individual cost-effective measure suggestions and the energy efficiency measures associated energy savings values can be found in Delaware's and the Mid-Atlantic Energy Efficiency Technical Reference Manual (TRM). The Delaware TRM may be found at: <http://www.dnrec.delaware.gov/energy/information/otherinfo/Documents/EEAC/DE%20TRM%20complete%202016.pdf>

## SECTION V: AWARD ADMINISTRATION INFORMATION

### A. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

The award date for grants will be approximately 120 days from the grant application due date.

### B. AWARD NOTICES

The final grant award is subject to approval by the Delaware Public Service Commission (PSC). Following the evaluation process the EEAC Low-Income Working Group will provide program recommendation(s) to the EEAC. EEAC recommendation(s) will be made with a majority vote. Once approved by the EEAC, a final approval vote will be made by the Delaware Public Service Commission.

The EEAC will notify applicants of approved grant proposals in writing. Applicants will then execute a written contract. No applicant will acquire any legal or equitable rights or privileges until they have been notified by the EEAC and the contract has been fully executed.

### C. ADMINISTRATIVE/ POLICY REQUIREMENTS

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful grant applicant will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this grant award. The reported data elements shall include but not be limited to; name of project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

### D. REPORTING/ GRANTEE PAYMENT

#### 1. STATUS REPORTING

One of the primary goals in administering this grant is to keep accurate records regarding the



actual value/usage of the funds. The selected grant applicant will be required to lead and/or participate in status meetings and submit monthly, quarterly and yearly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

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## 2. GRANTEE PAYMENT

Payment process will be determined individually for each successful application during the contract making process.

## SECTION VI: GUIDANCE DESIGNATED CONTACT

All requests, questions, or other communications about this Guidance shall be made in writing to the Grant Manager. Address all communications to the person listed below; communications made to other Grant Manager and EEAC members or personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the grant applicant. Grant applicants should rely only on written statements issued by the Guidance designated contact.

Grant Manager Contact Information [HERE](#)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is preferred, but other forms of delivery, such as postal and courier services may also be used.

EEAC may retain consultants or legal counsel to assist in the review and evaluation of all applicants' responses.

## SECTION VII: APPENDIX

### APPENDIX A: BUDGET WORKSHEET

# Grant Application Detailed Budget Worksheet

Name and Address of Applicant:	

Detailed Description of Budget (for full grant period)					
Category	Estimated Hours	Rate per Hour	Estimated Cost	Settlement Share	Applicant Leverage
1. Personnel (Direct Labor)					
Position or Individual					
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
Total Direct Labor Cost			\$0	\$0	\$0
2. Fringe Benefits		Base	Estimated Cost		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
Total Fringe Benefits Cost			\$0	\$0	\$0
3. Travel					
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	Settlement Share	Applicant Leverage
			\$0		
			\$0		

















5	Supplies and Materials	\$ -	#DIV/0!
6	Consultants	\$ -	#DIV/0!
7	Contracts and Sub-Grantees	\$ -	#DIV/0!
8	Construction	\$ -	#DIV/0!
9	Other Direct Costs	\$ -	#DIV/0!
10	Indirect Costs	\$ -	#DIV/0!
	Total:	\$ -	#DIV/0!
	Settlement Share:	\$ -	
	Leverage: (as percentage of Settlement Share)	\$ -	#DIV/0!

Attachment D

Initial Guidance Document

Community-Scale Projects

**Low-Income Energy Efficiency Program:  
A Project of the Delmarva Settlement Fund**

**COMMUNITY-BASED  
ENERGY EFFICIENCY PROGRAM**

**GRANT PROGRAM APPLICATION  
GUIDANCE DOCUMENT**

Issue Date: TBD  
V1.0; 2017-05-08

# SECTION I: FUNDING OPPORTUNITY DESCRIPTION

## PROGRAM DESCRIPTION

### PURPOSE

The Grant Manager organization secured funding from Delmarva Power & Light to implement a community-based grants initiative that has the goal of supporting community-based entities and initiatives that provide energy efficiency opportunities for low-income Delmarva customers. The Grant Manager organization is seeking applications from entities that serve low-income communities and can develop and manage a program that helps low-income households increase their energy efficiency. The primary goals of the program are:

- Increase energy efficiency of low-income Delaware households in Delmarva territory
- Contribute to statewide electric and gas energy savings
- Engage with and inform low-income Delaware households about the benefits of energy efficiency
- Fill a low-income energy efficiency program gap that is not already being addressed
- Support programs that address energy efficiency issues in low-income communities by mobilizing public and private sector resources, including grassroots, community-based, non-profit, and faith-based organizations.
- Ensure to the greatest extent feasible that job training, employment, contracting, and other economic opportunities generated by this grant will be directed to low-income persons.

# SECTION II: AWARD INFORMATION

## AVAILABLE FUNDS

The Maximum award amount is \$30,000. There is no minimum award amount.

## NUMBER OF AWARDS

The Review Committee aims to award as many grants as feasible.

## PERIOD OF PERFORMANCE

All grant proposals must be completed within in a maximum time of two years.

## ELIGIBLE APPLICANTS

Entities/ initiatives that are licensed to conduct business in the State of Delaware or an entity/ initiative that has a fiscal sponsored licensed to conduct business in the State of Delaware

# SECTION III: APPLICATION AND SUBMISSION INFORMATION

## CONTENT OF APPLICATION

All submitted applications should contain the sections listed below.

- Cover Letter
- Proposal Narrative
- Budget
- Budget Narrative
- Attachments

## COVER LETTER

A Cover Letter is required for this application. Requirements for the Cover Letter include:

- 1-page maximum

Include a one page cover letter on letterhead signed by the chief executive, or most senior program staff person responsible for the grant activity. The cover letter should include:

- Name of the organization and project (if applicable)
- Dollar amount requested
- Time period of the grant activity
- The purpose of the request
- Explain how your proposal fits with the Low-Income Energy Efficiency fund mission and priorities
- Contact person's name, title, daytime telephone number, and email address

## PROPOSAL NARRATIVE

Requirements for the Narrative include:

- A maximum of 10 numbered pages. (This does not include the Budget, Budget Narrative and any Attachments)
- The Narrative must be typed on Letter sized paper, 8-1/2 x 11 inches
- The Narrative font must be 12-point (minimum) Times New Roman font
- The Narrative must be at least 1 inch margins on all sides

The proposal narrative provides an opportunity to describe your organization and what will be accomplished with the low-income energy efficiency funding. Consider limiting Organizational Background to two paragraphs and provide greater detail in Purpose of Request.



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## SUMMARY HEADING

- Organization Name:
- Amount Requested:
- Activity Start/End Dates:
- EIN/Federal Tax Number of Fiscal Agency:

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## ORGANIZATIONAL BACKGROUND

- State your mission.
- Summarize your organization's history.
- Outline current programs and activities.
- If you work with a fiscal agent, or are an affiliate of another organization, describe the relationship.
- Describe Qualifications of your Organization and Staff.
- Describe experience delivering low-income energy efficiency programs

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## STATEMENT OF NEED

- Describe the size and severity of the low-income energy efficiency need.
- Provide the location and demographic information for the population benefiting.

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## PURPOSE OF REQUEST

- Describe how things will be different if the project is successful and how you plan to get to that successful outcome.
- Identify the tasks you plan to complete that illustrate how the work will be accomplished. Be sure to include a description of the low-income energy efficiency tasks.
- Describe who will be served and how they will benefit, including age, race, ethnicity or other relevant characteristics.
- Name where the services are provided, including type of facilities or specific locations.
- For ongoing work, provide context about when activities will occur during the period of the grant, including frequency of activity and number of participants. For new projects, provide a timeline for implementation.
- Briefly describe who will get the work done – staff/volunteer descriptions. If specific expertise or credentials are needed, consider attaching staff biographies or resumes.
- Report your organization's relationship to other low-income energy efficiency community efforts and how you are cooperating with other organizations or projects working in the field. If you have formal partnerships, describe the roles and responsibilities of any community partners with whom you are working.
- State the reasons your organization chose this approach to address the need. For new programs, describe how the program model was developed with supporting research or evidence of effectiveness of the model, if available. For ongoing activities describe your past success. Use an appendix, if necessary, for extra information such as detailed results of a program you are replicating.

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## ANTICIPATED RESULTS AND LEARNING

- For general operating support requests, describe how your organization will assess its overall success and effectiveness during the grant period.
- Include specific output and outcome measures that you plan to collect, and how those measures will be used to determine if the organization or program/project was successful.
- Identify the tools you will use to learn from or evaluate your program and organization (records, surveys, interviews, pre- and post-tests, community feedback, etc.)
- Explain how you will incorporate learning from evaluation to either improve your activities or inform the work of others.
- If this is an existing activity, describe current methods of evaluation and provide data on past performance, including numbers served and client outcomes in the past year (or the most recent period for which data is available).
- If an external evaluation will be conducted, detail who is conducting the evaluation and their scope of work.

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## STEWARDSHIP AND SUSTAINABILITY

- Indicate any specific plans for sharing lessons learned from your activities.
- Specify plans for funding the organization or project at the end of the grant period. List additional funding sources or strategies that are being developed.
- Beyond financing, suggest what will be the long lasting outcomes or mechanisms by which the change is sustained.

## BUDGET

Included in this Guidance Document is a Budget Worksheet. All applications must complete the attached budget worksheet.

Funding Restrictions- You may not use grant funds for any of the following activities:

- Purchase of real estate property
- Demolition of housing units or detached buildings
- Replacement of existing community resources dedicated to an on-going project

## BUDGET NARRATIVE

The Budget Narrative section allows applicants to describe what they are going to use the budget for in written detail. Requirements for the Budget Narrative include:

- No page limit
- The Budget Narrative must be typed on Letter sized paper, 8-1/2 x 11 inches
- The Budget Narrative font must be 12-point (minimum) Times New Roman font

- The Budget Narrative must be at least 1 inch margins on all sides

The budget narrative explains the numbers in the budget and what assumptions underlie the budget. All budgets must include both revenue and expenses. The budget should be for the same time period as the activity for which you seek grant support.

## ATTACHMENTS

Additional materials may be included in your application package. These attachments should directly support the Narrative and should be clearly marked the specific Narrative question it is supporting. There is no page limit for attachments.

Suggested attachments may include the following:

- Resumes or Bios of key project staff
- A copy of the organization's or fiscal agency current IRS determination letter (or the fiscal agent's) indicating 501(c)(3) tax-exempt status.
- List of board members, roles and affiliations.
- If this request includes partner organizations, provide a copy of a Memorandum of Understanding or a description of the roles and responsibilities for each organization that is signed by all parties.
- Letters of support, recent media articles. Please use discretion in limiting additional attachments

## KEY APPLICATION DATES, TIMES AND PROCESS

### GRANT APPLICATION DUE DATE

There is no grant application due date. Applications will be accepted on a rolling basis.

### HOW TO SUBMIT YOUR APPLICATION

All grant applications must be emailed to (insert email address)

## SECTION V: AWARD ADMINISTRATION INFORMATION

### ANTICIPATED ANNOUNCEMENT AND AWARD DATES

Award notifications for grants will be made in writing approximately 45 days from the grant application due date.

## REPORTING/ GRANTEE PAYMENT

One of the primary goals of this grant is to keep accurate records regarding the actual value/usage of the funds. The selected grant applicant will be required to lead and/or participate in status meetings and submit monthly, quarterly and yearly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

## GRANTEE PAYMENT

Selected grantees will receive funding installments on an annual basis. For example, if a grantee is completing a program in one year then there will be one funding installment. If the project is completed over a two year period, then there will be two annual installments.

## SECTION VI: CONTACT INFORMATION

All requests, questions, or other communications about this Guidance shall be made in writing to XX Organization. Address all communications to the person listed below; Grant applicants should rely only on written statements issued by the Guidance designated contact.

Insert Contact Information

## ADDENDUM: BUDGET WORKSHEET

Project Budget (budget needed to complete the proposed project)		
Funding Year _____		
<b>PROJECTED SOURCES OF SUPPORT</b>		
<b>Source</b>		<b>Amount</b>
Government Contracts & Grants		
Foundations		
Corporations		
United Way or other Federated Campaigns		
Individual Contributions		
Fundraising Events		
Membership Income		
Investment Income		
Endowed Income		
Earned Income		
Other (Specify)		
<b>Total Income</b>		\$ -
<b>PROJECTED EXPENSES</b>		
<b>Item</b>		<b>Amount</b>
Salaries & Wages		
Employee Related Expenses		
Consultants & Professional Fees		
Subcontractors		
Employee Education & Training		
Travel/Transportation		
Equipment		
Supplies		
Printing/Copying		
Telephone/Fax		
Postage & Delivery		
Rent & Utilities		
Insurance		
Depreciation		
Other(Specify)		
<b>Total Expenses</b>		\$ -
<b>Difference (Income less Expenses)</b>		\$ -
I certify that the above information is true to the best of my knowledge.		
Name _____	Title _____	Date: _____

## Attachment E

RFP: Low-Income Settlement Fund Manager

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
FUND AND GRANTS MANAGER: DELMARVA POWER & LIGHT LOW-INCOME  
SETTLEMENT FUNDS  
CONTRACT NUMBER - TBD**

**I. Overview**

The State of Delaware, Department of Natural Resources and Environmental Control (DNREC), Division of Energy and Climate (DEC), seeks professional services to manage and distribute funds through a grants making process that deliver energy efficiency resources to low-income Delaware residents. Funds have been made available through a merger settlement agreement between Exelon Corporation and Delmarva Power & Light. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: TBD
Deadline for Questions	Date: TBD
Response to Questions Posted by:	Date: TBD
Deadline for Receipt of Proposals	Date: TBD at 1:00 PM (Local Time)
Estimated Notification of Award	Date: TBD

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm/ organization's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**II. Scope of Services**

**Overview**

On June 2, 2015 and November 1, 2016, the Delaware Public Service Commission (PSC) adopted orders approving the merger of Delmarva Power & Light and Exelon Corporation ("Delmarva") and the Amended Settlement Agreement (PSC Docket No. 14-193). Provisions resulting from the Amended Settlement Agreement (Settlement) allocated funds to a low-income customer energy efficiency program for Delmarva Power customers. These funds will be distributed through a competitive grant process to support capable organizations in delivering energy efficiency programs to low-income ratepayers located in Delmarva's Delaware service territory.

The primary goal of these funds is to accomplish the following:

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

- Increase the energy efficiency of low-income Delaware households that contribute to statewide electric and gas savings.
- Engage with and inform low-income Delaware households about the benefits of energy efficiency.
- Develop a comprehensive community-based approach to address energy efficiency issues in low-income housing by mobilizing public and private sector resources, including grassroots, community-based, non-profit, and faith-based organizations.
- Ensure to the greatest extent feasible that job training, employment, contracting, and other economic opportunities generated by this grant will be directed to low-income persons.

The Delaware Energy Efficiency Advisory Council (EEAC) via the EEAC's Low-Income Working Committee has been charged with organizing the deployment of these one-time low-income settlement funds. Total low-income settlement funds equal \$4,000,000.

### **Background**

The EEAC Low-Income Working Committee's method for distributing low-income settlement funds is to procure a fund and grants making manager ("Manager") that will oversee a competitive grant making process to distribute low-income energy efficiency funds.

### **Scope of Work**

With direct guidance from the EEAC and the EEAC Low-Income Working Group, the Manager will distribute all low-income settlement funds through a grant making process that serves both a large-scale low-income energy efficiency grant program(s) as well as a small-scale community-based low-income energy efficiency grant program(s). The Manager will also be responsible for managing the performance of all grantees of the grant making process.

Delmarva Settlement funds are intended to be eligible for as diverse a set of low-income programs as possible. The large-scale energy efficiency grant program will be structured in a similar way to large-scale low-income energy efficiency programs established around the country (e.g. Weatherization Assistance Programs, low-income energy efficiency retrofit programs, behavior programs, etc.). These programs have the capacity to serve a large number of households over a large geographic area. The community-based program will support small-scale energy efficiency programs/ projects that serve specific geographic areas in Delaware. The Manager will oversee the grant making and implementation performance processes for both the large-scale and community-based grant program. Each program will have a separate pre-determined amount of funds for both the large-scale and community-based programs.

The selected Manager's responsibilities include the following:

1. **Ensuring all goals are met and tasks are accomplished:** As a result, all parties of the Delmarva Settlement to meet their low-income program objectives and duties as required by the Settlement Agreement: PSC Docket No. 14-193 (Appendix B).
2. **Coordinating among critical energy efficiency agencies:** This includes participation in the statewide or jurisdiction-wide energy efficiency goals and objectives set by the EEAC.



STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

3. **Engaging community residents and community-based non-profit organizations:** Individuals and community-based non-profits directly serving low-income communities must be involved in your grant program's activities. For example, these activities may include community outreach, education, marketing, program assessment, and program advisory activities.
4. **Establishing a Special Purpose Fund:** The Manager will have the capacity and experience with setting up and managing a special purpose fund. A Delmarva Power Settlement special purpose fund will be established and restricted to projects that deliver energy efficiency programs and services to low-income Delaware residents.
5. **Establishing a Low-Income Grant Application Review Committee(s):** The Manager will work with the EEAC to establish clear guidelines for the recruitment and support of Grant Application Review Committee membership. Membership of the Grant Application Review Committee must include EEAC representation and may be structured into two separate review committees for the large-scale and community-based programs.
6. **Developing and implementing a grant application proposal process for large-scale and community-based grant program:** This includes grant program application development, program marketing, establishing grant application review criteria and processes, and awarding grantees. The EEAC Low-Income Working Committee has created example applications for the large-scale and community-based applications and represents the expectations for the level of detail expected by grant applicant. (See appendix C and appendix D)
7. **Developing and implementing a grant application outreach strategy to potential grant applicants:** The Manager must ensure that outreach efforts must be culturally sensitive, targeted, and linguistically appropriate.
8. **Grant Administration:** The Manager will assume all grantee administrative responsibilities and includes grantee contracting, reporting, and accounting.
9. **Establishing grantee quality assurance/ quality controls:** This includes monitoring grantees to ensure work performed is of standard quality and in compliance with work specifications, applicable industry standards, and acceptable federal/state/local regulations. Managers will also be responsible for managing oversight of grantee budgets.
10. **Data collection and storage oversight:** Ensure that all grantees have acceptable data collection and storage systems and can be applied to the Delaware statewide database.
11. **Programs Evaluation, monitoring, and verification (EM&V):** Establish an energy efficiency EM&V process that tracks and monitors the energy efficiency performance of all grantees. Please note that large-scale grantees will be required to hire an EEAC recommended third-party energy efficiency evaluator (See appendix C for a description of large-scale evaluation requirements).
12. **Performance Goals:** The Manager will propose all program goals and associated activities. Performance goals must be objectively quantifiable and measure actual achievements against anticipated achievements. Performance goal reporting will be completed on a quarterly basis.
13. **Reporting:** Provide an annual report to the EEAC on the fund and program's progress and performance.
14. **Leveraging Resources:** The Manager will identify and seek additional community and private sector funds that can be combined with the low-income Settlement Fund program funds to increase the effectiveness of the proposed program activities including policy, prioritization and fiscal support.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**Other Bidder Requirements**

The selected Manager's qualifications should include:

1. A team of professionals with
2. Demonstrated technical expertise, including experience in
3. Demonstrated knowledge and understanding of energy efficiency, fund management, grant making, and program implementation oversight.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection e.
5. Provide response to Employing Delawareans Report (Attachment 9)

**B. General Evaluation Requirements**

1. Respondent's ability to perform services listed in the Scope of Work as demonstrated by staff qualifications, relevant expertise, and experience.
2. Hourly rates, costs, and other information provided in the financial proposal.
3. Quality of the proposal and its responsiveness to the RFP.
4. Extent of relevant experience in Delaware.
5. Capacity to meet requirements.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**ED SYNOSKI  
DIVISION OF ENERGY AND CLIMATE  
100 West Water Street, Suite 5a  
DOVER, DE 19904**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with six (6) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time)** on **TBD**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**ED SYNOSKI  
DIVISION OF ENERGY AND CLIMATE  
100 West Water Street, Suite 5a  
DOVER, DE 19904**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. NAT-14-100-EEAC” on the outside of the bid submission package.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time)** on **TBD**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **TBD**. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### **11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. § 10002\(d\)](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

#### **12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **TBD**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.



STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**22. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Secretary of the Department of Natural Resources and Environmental Control, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Respondent's ability to perform services listed in the Scope of Work as demonstrated by staff qualifications, relevant expertise, and experience.	30
Costs, and other information provided in the financial proposal.	30
Quality of the proposal and its responsiveness to the RFP.	20
Extent of relevant experience in Delaware	10
Capacity to meet requirements.	10
<b>Total</b>	<b>100%</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**3. General Information**

- a. The term of the contract between the successful bidder and the State shall be for two (2) year with two optional extensions for a period of two (2) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**4. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**5. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**6. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**7. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**ED SYNOSKI**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**DIVISION OF ENERGY AND CLIMATE**  
**100 West Water Street, Suite 5a**  
**DOVER, DE 19904**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.



STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**i. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**j. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**k. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**l. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Department of Natural Resources and Environmental Control.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Department of Natural Resources and Environmental Control.

**q. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**r. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**s. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**t. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**u. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**v. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**w. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**x. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**y. Audit Access to Records**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**z. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT-14-100-EEAC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B - Settlement Agreement: PSC Docket No. 14-193
- Appendix C – Sample Large-Scale Grant Application
- Appendix D – Community-Based Grant Application

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

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### **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

### **REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [Jessica.Quinn@state.de.us](mailto:Jessica.Quinn@state.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT-14-100-EEAC

Contract Title: ENERGY EFFICIENCY  
ADVISORY COUNCIL CONSULTANT

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**Attachment 2**

**CONTRACT NO.:** NAT-14-100-EEAC  
**CONTRACT TITLE:** ENERGY EFFICIENCY ADVISORY COUNCIL CONSULTANT  
**OPENING DATE:** December 1, 2014 at 1:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control.

COMPANY NAME \_\_\_\_\_ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_

### Attachment 3

## EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

**Note: use additional pages as necessary.**

## Attachment 4

CONFIDENTIAL INFORMATION FORM

[illegible]

31

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**Attachment 5**

Contract No. NAT-14-100-EEAC  
Contract Title: ENERGY EFFICIENCY ADVISORY COUNCIL CONSULTANT

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	
3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. NAT-14-100-EEAC	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div> 4d. Women Business Enterprise  4e. Minority Business Enterprise  4f. Disadvantaged Business Enterprise  4g. Veteran Owned Business Enterprise  4h. Service Disabled Veteran Owned Business Enterprise </div> <div> <input type="checkbox"/> Yes   <input type="checkbox"/> No  <input type="checkbox"/> Yes   <input type="checkbox"/> No  <input type="checkbox"/> Yes   <input type="checkbox"/> No  <input type="checkbox"/> Yes   <input type="checkbox"/> No  <input type="checkbox"/> Yes   <input type="checkbox"/> No </div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor

## Attachment 7

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to **enter agency email**. It shall contain the six-digit department and organization code for each agency and school district.



## STATE OF DELAWARE

Department of Natural Resources and Environmental Control

## Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

[illegible]

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendusage@state.de.us](mailto:vendusage@state.de.us)

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**Attachment 9**

Contract No. NAT-14-100-EEAC  
Contract Title: ENERGY EFFICIENCY ADVISORY COUNCIL CONSULTANT

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_

Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_

3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

**APPENDIX A  
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Six (6) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Attachment F

June 14, 2017 EEAC Minutes Recommending  
the Distribution Plan to the Commission

# **Delaware Energy Efficiency Advisory Council Meeting**

Public Service Commission, Dover

June 14, 2017 – 1pm to 3pm

## **Meeting Minutes**

### **EEAC Council Members in Attendance**

Robert Underwood – Absent – Designee Present (Ed Synoski)  
Glenn Moore – Present  
Mark Nielson – Present  
Scott Lynch – Present  
Bill O’Brien – Present  
Harris McDowell – Absent  
Carl Johnson – Absent  
Amy Roe – Absent  
Sanjay Kapuria – Absent  
Cassandra Marshall – Present  
Mike Messer – Present  
Joe Schorah – Absent  
Charles Kistler, Present

### **Consultants in Attendance**

Jeff Loiter, Optimal Energy (phone)  
Eric Belliveau, Optimal Energy  
Mark Kravatz, Optimal Energy

### **Attendees**

Ed Schmidt, Chesapeake Consultant  
Wayne Hudders, Delmarva Power  
Ed Synoski, DNREC  
Mark Dworkin, DNREC  
Patty Murray, DNREC  
M.Q. Riding, Chesapeake  
Ronald Abremski, ICFI  
Harold Stafford, FSCAA  
Pam Knotts, PSC  
Shannon Maner, DEMEC  
Bruce Wright, FSCAA  
Sue Sebastian, SEU  
Shona Marshall, PSC  
Athena Bi, Senator McDowell’s Office  
(phone)

### **Welcome and Introductions**

Ed Synoski, chairing the meeting for Robert Underwood, called the meeting to order and presented the agenda.

### **Council Business, Planning, and General Discussion**

- **Meeting Minutes** – The meeting minutes for the May, 2017 EEAC meeting were approved without edit.
- **Annual Report** – The annual report was distributed to the Council and public in attendance.
- **Council Vacancy Update** – Ed welcomed Charles Kistler, from the HELP Initiative, as the Council’s newest member, representing the Low-income sector.

### **DEC Program Portfolio**

Mark Nielson gave a presentation regarding the DEC program portfolio for 2016 and 2017. The presentation included overviews of their projected commercial/industrial and residential programs. A motion was made, seconded and it was unanimously approved to accept the DEC’s portfolio into the EEAC Statewide savings targets.

### **Low-Income Presentation to Council**

Mark Kravatz from Optimal Energy gave a presentation regarding the recommendations of the Low-Income Committee to the Council as to the merger settlement funds. The presentation included an overview of the work of the committee to-date and a recommendation that we put out a Request for Proposals for eventual disbursement of the low-income settlement funds. A motion was made, seconded and it was unanimously approved to accept the Low-Income Committee’s recommendations.

# **Delaware Energy Efficiency Advisory Council Meeting**

Public Service Commission, Dover

June 14, 2017 – 1pm to 3pm

## **Meeting Minutes**

### **Review of Charts – DE Portfolio by class/potential study**

Jeff Loiter from Optimal Energy gave a presentation that compared our current electric and gas portfolios by class and also compared them to the original estimates from the potential study. For the most part, the distribution of our 2017 – 2019 portfolio plans are in line with the potential study with the exception of our industrial programs.

### **EM&V Committee Update – Optimal/DNREC**

Jeff Loiter informed the Council that the committee will continue working on the EM&V guidance document.

### **Public Comment**

There was no public comment from those in attendance or via teleconference.

### **Next Steps / Adjournment**

The next meeting will be held on August 9<sup>th</sup> at the Public Service Commission in Dover. To participate by phone, please call 1-877-366-0711 and enter participant code 96520857.

Copies of the meeting materials have been posted on the DNREC website:

<http://www.dnrec.delaware.gov/energy/information/otherinfo/Pages/EEAC/Council.aspx>